

**AMENDMENT CONTRACT # ASPEN 02A TO THE
CONTRACT FOR SPECIAL SERVICES BY ASPEN ENVIRONMENTAL GROUP
FOR ENVIRONMENTAL STUDIES STANDBY ROSTER**

**AMENDMENT TO CONTRACT FOR EIR PREPARATION FOR THE CHEVRON AVILA
POINT/AVILA TANK FARM GENERAL PLAN/SPECIFIC PLAN AMENDMENT,
DEVELOPMENT PLAN, & COASTAL DEVELOPMENT PERMIT LRP2012-00003&
DRC2012-00048**

THIS CONTRACT is made and entered into on this ____ day of _____, 2014, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California [hereafter "County"], through its Environmental Coordinator [hereafter "Coordinator"] and Aspen Environmental Group, a California Corporation [hereafter "Consultant"].

WITNESSETH:

WHEREAS, on April 11, 2011, Consultant and County entered into a retainer-type contract with the intention of executing subsequent contract amendments for individual projects as the need arises [hereinafter "Primary Contract"]; and

WHEREAS, on April 1, 2014, the County Board of Supervisors approved a contract amendment #2 with Aspen Environmental Group [hereinafter "Original EIR Contract"] with the intention of authorizing the Consultant to complete the preparation of an Environmental Impact Report for the proposed project identified as Avila Point Development Plan/Coastal Development Permit and Local Coastal Plan Amendment, ED13-144, (hereinafter referred to as the "Project"), which lies in the County of San Luis Obispo. The Project includes the remediation of the Avila Tank Farm and rezoning for a resort facility through an amendment to the Avila Beach Specific Plan; and

WHEREAS, it has been determined that additional work outside of the Original EIR Contract is necessary, as follows: 1) additional historic archaeological review in order to comply with the CEQA requirements for historic resources; 2) removal of the traffic study work which is to be completed under separate contract; and 3) inclusion of additional biological review for spring surveys as well as falcon surveys which are reflected in a revised scope of work and is attached as an amended Exhibit B attached hereto and incorporated herein by reference, and is intended to replace Exhibit B from the original contract in entirety; and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such services; and

WHEREAS, the County and the Consultant desire to make certain amendments to certain terms and conditions of the Original EIR Contract, while otherwise continuing the other terms and conditions of the Original EIR Contract in full force and effect.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements and stipulations set forth herein, the parties agree as follows:

1. Exhibit B to the Original EIR Contract is hereby amended and replaced in its entirety with revised Exhibit B attached hereto and incorporated by reference as though set forth in full herein.
2. Subsections 1 and 2, entitled "County's Maximum Cost of the EIR" and "Time of Payment" respectively, of Subsection C, entitled "**C. PAYMENT**," of Section I of the Original EIR Contract, entitled "**I. PREPARING THE EIR**," shall be revised as follows *(the **strikeout and underline features are used to show changes from the Original EIR Contract. Portions of this section not included below remain in full effect from the original contract.**)*:

C. PAYMENT.

1. County's Maximum Cost of the EIR (Task 2-1 through 2-5 of Exhibit B). The Contract for the preparation of the EIR is a lump sum Contract. It is not a time and materials Contract. The County will pay the Consultant a maximum amount of Three hundred eleven thousand nine hundred and sixty one dollars (\$311,961) for a Coordinator-approved, final EIR. The County will pay Consultant in staged payments throughout the performance of the Contract. The sums due under the timing of these staged payments are tied to products delivered by the Consultant to the Coordinator and approval of such products by the Coordinator.

2. Time of payment. At the request of the Coordinator, the Consultant shall submit itemized statements for work performed on each phase or from the execution of the Contract to the date of the request. The County has the right to access and copy the records to verify all work performed on the Contract to date. The County's right to inspect and copy records is

in addition to the legal rights and liabilities of the parties pursuant to an audit described in paragraph III.M. of the Primary Contract.

a. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, sixty two thousand three hundred ninety two dollars and twenty cents (\$62,392.20), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves two (2) copies of the draft project description and EIR outline. If the Contract is terminated before the Consultant expends twenty percent (20%) of the maximum contract price in billable items, the County is entitled to a refund of the difference between the twenty percent (20%) down payment and an itemized billing amount for the work to termination date based on the rates and schedules in Exhibit B.

b. Consultant will be paid forty percent (40%) of the maximum amount in paragraph I.C.1. above, one hundred twenty four thousand seven hundred and eighty four dollars and forty cents (\$124,784.40), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the administrative draft EIR.

c. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, sixty two thousand three hundred ninety two dollars and twenty cents (\$62,392.20), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the draft EIR.

d. Consultant will be paid twenty percent (20%) of the maximum amount in paragraph I.C.1. above, sixty two thousand three hundred ninety two dollars and twenty cents (\$62,392.20), within thirty (30) days after the Coordinator receives a correct invoice, and receives and approves the contracted number of copies of the final EIR.

3. Subsection 6, entitled "Delegation of County Signatory Authority for Minor Modifications," of Subsection C, entitled "**C. PAYMENT**," of Section I of the Original EIR Contract, entitled "**I. PREPARING THE EIR**," shall be revised as follows *(the **strikeout and underline features are used to show changes from the Original EIR Contract. Portions of this section not included below remain in full effect from the original contract.**)*:

6. Delegation of County Signatory Authority for Minor Modifications. The Board of Supervisors delegates to the Environmental Coordinator the authority to sign amendments to this Contract that make reasonable modifications to the time of performance or that increase the scope of work and provide additional compensation, provided that all amendments do not total more than 10 percent of the total lump sum amount allowed by sections I.C.1, II.B.1, II.B.2, II.B.3, and III B., seventy five thousand six hundred eighty eight dollars (\$75,688.00). Any amendment beyond that cumulative amount or an amendment pertaining to any performance other than modifying the scope of work, including but not limited to insurance, indemnity, property and other provisions in this Contract must be in writing and signed by the Board of Supervisors. These additional funds are intended to provide for flexibility needed to respond to changes generated in writing by the County; not by the Consultant. Any modification to the Contract within the scope of this paragraph need only be signed by the Consultant and the Coordinator; after approval as to form and legal effect by a Deputy County Counsel.

4. Subsection B, entitled "PAYMENT CALCULATIONS," of Section II of the Original EIR Contract, entitled "II. PROJECT MEETINGS AND PUBLIC HEARINGS" shall be revised to read as follows *(the **strikeout and underline features are used to show changes from the Original EIR Contract. Portions of this section not included below remain in full effect from the original contract.**)*:

B. PAYMENT CALCULATIONS.

1. Attendance at project meetings (Task 2-7 of Exhibit B). The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the project staff meetings. The Consultant shall submit an itemized billing for each meeting attended. For preparation and attendance at such meetings, Consultant's staff will be paid at the hourly rates as provided in Exhibit C. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all meetings on the project and appeal, if any, is fifty eight thousand seven hundred twenty eight dollars (\$58,728). This is in addition to the amount stated in paragraph I.C.1. above.

2. Attendance at hearings (Task 2-8 of Exhibit B). The Consultant shall be paid for the time spent by Consultant's representatives in preparing for and attending the six (6) public hearings described in paragraph II.A above. The Consultant shall submit an itemized billing for each public hearing attended. The Consultant shall be paid for preparation and attendance at such hearings, at the hourly rates as provided in Exhibit C. The total maximum for preparation, attendance and participation of all of Consultant's representatives in all public hearings on the project and appeal, if any, is fifty three thousand seven hundred and seven dollars (\$53,707). This is in addition to the amount stated in paragraphs I.C.1. above.

3. Staff Support Services and Project Scoping (Tasks 1-1 through 1-9 of Exhibit B). The Consultant shall be paid for the time spent by Consultant's representatives for staff support outlined in the Phase 1 portion of the schedule and cost within the attached scope of work outlined in Exhibit B. These tasks include attendance at the ATCAT meetings once a month for one year, ten meetings for Senate Bill 18 Native American Consultation, cultural and historic evaluations, additional biological evaluations, scoping meeting, internal staff meetings and preparation of the Initial Study and Notice of Preparation. The Consultant shall be paid for preparation of such work at the hourly rates provided in Exhibit C. Total maximum for completion of these tasks is three hundred twenty six thousand eight hundred and seventy dollars (\$326,870). This is in addition to the amount stated in paragraphs I.C.1. above.

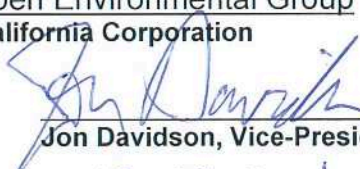
4. Total Compensation for Project Meetings, Public Hearings, Staff Support Services, and Adjustments to Payment. The total amount of compensation available for the optional task described in paragraphs, II.B.1, II.B.2., and II.B.3. above is four hundred thirty nine thousand three hundred and five dollars (\$439,305.00). In order to accommodate meeting and hearing adjustments, the Coordinator has the authority to adjust funding between and within the amounts authorized by paragraphs II.B.1 through II.B.3 above.

5. All other provisions of the Primary Contract and the Original EIR Contract not specifically altered by this Amendment Contract remain in full force and effect and are incorporated herein by reference.

[Signatures on following page.]

CONSULTANT

Aspen Environmental Group
A California Corporation

By: 
Jon Davidson, Vice-President

12.18.2014
Date

By: 
Vicky Tinkjian, Chief Financial Officer

12.18.2014
Date

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: 
Deputy County Counsel

Dated: 12/23/14

Attachments

Exhibit B – Revised Contract Work Scope